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RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

1 Name: MARIE JONES-SMITH
2 Address: 2520 WENTWORTH DRIVE
3 SOUTH SAN FRANCISCO, CA 94080
4 Phone Number: 415.370-1336
5 E-mail Address: Mariejsmit@comcast.net
6 Pro Se

7
8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 MARIE LOUISE

11 KEITH ALLAN

12 Plaintiff(s),

13 vs.

14 JACOB JOSEPH LEW

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18 Defendant(s).
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27

) Case Number: 14-CV-3856-KAW

) ADMINISTRATIVE PROCESS -
) NOTICES

) Notice of Right to CANCEL
) Addendum to Right to cancel
) Notice of Rescission of Signature
) Notice of Removal
) Qualified Written Request

NOTICE OF RIGHT TO CANCEL

Notice to Agent is Notice to Principal

Notice to Principal is Notice to Agent

Parties: KEITH A. SMITH AND MARIE JONES-SMITH /Alleged Borrowers (hereinafter "Borrower") and KINECTA FEDERAL CREDIT UNION /Alleged Lender (hereinafter "Lender").

ATTENTION: All Respondents

This communication will serve as our **NOTICE of RIGHT to CANCEL** dated September 4, 2014, Truth in Lending Act ("TILA"), 15 U.S.C. §1601 et seq; 12 C.F.R part 226 allows three (3) days to review Disclosure Documents. The referenced 'Three Day Right to Cancel' must have a trigger to being. That trigger, is when the Lender has provided the Borrower with **ALL** of the required Disclosures under TILA and that the same are true, complete, accurate and timely provided.

Being as the entire purported loan/mortgage process and Deed of Trust referenced herein and throughout was obtained by wrongful acts of fraud, fraudulent inducement, concealment, and fraudulent misrepresentation, the borrower has other recourse, right and cause of action under numerous state and federal statutes. Acts of fraud taint/void everything it touches as the United State Supreme Court has declared in United States v. Throckmorton, 98 U.S. 61 (1878) that: *"There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents and even judgments."*

To this date, Lender has NEVER provided Borrower with true, complete, accurate or timely documents as required. Only after such provisions have been done, can the 'three (3) day Right to Cancel' Period begin. If the required full Disclosures have not been provided, then the period in which to Cancel is extended for up to three (3) years, OR until Lender moves to foreclose. The records thus far evidence, that Borrower has requested to cancel within the stipulated three year time period, while still waiting to receive all TRUTH IN LENDING disclosures as required by Federal Law, the same of which have never been received.

A close perusal and audit of Borrower's mortgage/loan documents has revealed certain Disclosure Violation; and, that the Borrower has the remedial right and remedy under (UCC 1-201(32)(34)), inter alia, to invoke their Right of Rescission ("ROR") as further evidenced by the original NOTICE OF RIGHT TO CANCEL. You will also please find Borrower's signed and dated NOTICE to the Lender(s), Successors(s) and Beneficiary as stated on the NOTICE OF RIGHT TO CANCEL, if provided in the loan package. If such Notice was not provided, this written Notice of Communication is Provided In lieu thereof.

After Sufficient NOTICE has been given to Lender, the Lender is required by Federal Law to CANCEL any lien(s) and to CANCEL any security interest on the Borrower's property within twenty (20) days. The Lender must also return any money, interest, fee, and/or property to

Borrower, as well as any money/funds given to any persons or other fiction in law/entity in connection with said transaction.

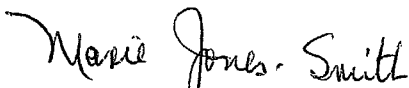
In accordance with both State and Federal law or until the Lender complies, Borrower may retain the proceeds of the transaction. If it should be 'impractical' or 'unfair' for the Borrower to return the property when gross discrepancies, fraud, or other wrongful acts are discovered; then, they may offer its "Reasonable Value".


In the event the Lender should fail or refuse to take possession of the property or return the borrower's money offer within **twenty (20) days**, Borrowers may then regain and acquire all rights to a clear title and reconveyance under Federal Law and Provisions of TILA.

Additionally, Borrower has the right to offer Lender a Reasonable Value; however, the penalty that a bank can face for violations of TILA, State and Federal law(s) can be as much as triple damages. For example, triple the amount of the interest the bank stood to fraudulently make the following offer: Borrowers will forgive **KINECTA FEDERAL CREDIT UNION** any liability incurred by its wrongful actions, provided **KINECTA FEDERAL CREDIT UNION** rightfully forgive Borrower the full amount of mortgage/credit **KINECTA FEDERAL CREDIT UNION** fraudulently allege to have given. In addition, Borrowers make the one time demand of \$2,314,203.00 for any loss, damage, and injury they have sustained; and, that **KINECTA FEDERAL CREDIT UNION** also immediately remove all and any negative comments on Borrower's credit report attributed to this transaction.

Any default, failures, or non-compliance on the Lender's part to perform as herein directed within **twenty (20) days** of receipt shall constitute this Notice of Right to Cancel as valid and fully agreed and accepted pursuant to the terms and conditions as set forth herein.

Respectfully,

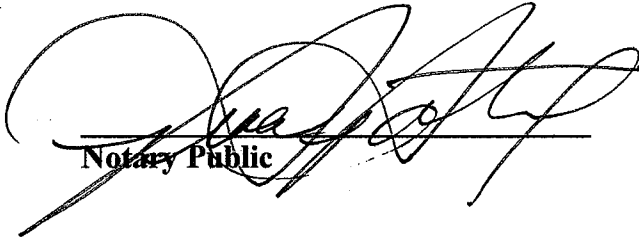

Marie Jones-Smith
All Rights Reserved
Without Prejudice

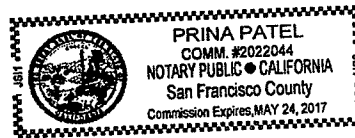

Keith A. Smith
All Rights Reserved
Without Prejudice

Certificate of Acknowledgment of Notary Public

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

On this 4th day of SEPTEMBER, 2014, before me, PRINA PATEL, a notary public in and for said state, personally appeared Marie Jones-Smith, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument Notice of Right to Cancel, the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public

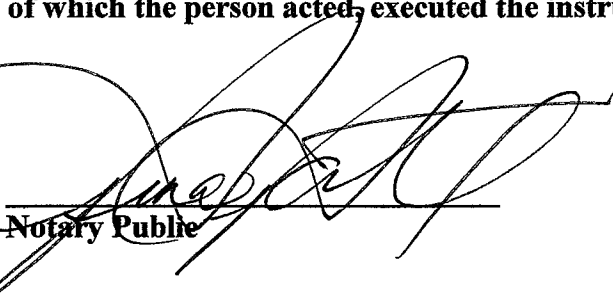


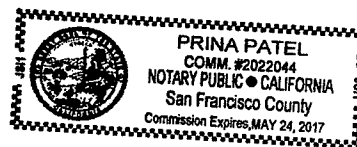
(SEAL)

Certificate of Acknowledgment of Notary Public

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COUNTY OF SAN FRANCISCO)

On this 4th day of SEPTEMBER, 2014, before me, PRINA PATEL, a notary public in and for said state, personally appeared Keith A. Smith, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument Notice of Right to Cancel, the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public



(SEAL)

ADDENDUM

ADDENDUM TO - RIGHT TO CANCEL
RE: UNCONTROVERTED MATTER OF RECORD, et. seq.

Original Loan No: **0400001291**; APN: **091-056-100-0**
Commonly known address as: **2520 Wentworth Drive, South San Francisco, CA 94080**
Deed of Trust Record No: **2010-108120** Recorded Date: **September 20, 2010**

- 1) That, at no time prior to the signing of any 'loan' documents and to this date, did **KINECTA FEDERAL CREDIT UNION** nor any of its officers/employees fully and completely describe and categorize all of the underlying particulars, details, and principles of law regarding **KINECTA FEDERAL CREDIT UNION's** entire purported 'loan' process, including just exactly where the 'money' was coming from to fund the note/mortgage, how it was obtained and or created and by whom it was created, obtained and/or funded.
- 2) That, at no time prior to the signing of any 'loan' documents and to this date, did **KINECTA FEDERAL CREDIT UNION** and its officers/employees ever disclose to **MARIE JONES-SMITH AND KEITH A. SMITH** the fact that the funding of the note/mortgage was being created and or obtained by and through **MARIE JONES-SMITH AND KEITH A. SMITH'S** signature on **MARIE JONES-SMITH AND KEITH A. SMITH'S** note, the same of which **KINECTA FEDERAL CREDIT UNION** later arbitrarily and deceitfully claimed as its own, and then either sold,, bargained, traded, or collateralized for its own benefit and use. **MARIE JONES-SMITH AND KEITH A. SMITH** have good cause to believe that the foregoing wrongful acts evidence **KINECTA FEDERAL CREDIT UNION** never put up, nor used any money of its own to fund the note/mortgage instrument as it promised. Nor, has **KINECTA FEDERAL CREDIT UNION** and its officers/employers/agents and or assigns ever denied or rebutted any of the determinations set forth above.
- 3) That, by and through **MARIE JONES-SMITH AND KEITH A. SMITH'S** signing of notes, mortgages, Deeds of Trust, and or security instruments, **KINECTA FEDERAL CREDIT UNION** led **MARIE JONES-SMITH AND KEITH A. SMITH** to believe that a binding, lawful contract/agreement was created between **KINECTA FEDERAL CREDIT UNION** (to include its agents, assigns and beneficiaries) and **MARIE JONES-SMITH AND KEITH A. SMITH**.
- 4) That prior to, and at the time of signing all **KINECTA FEDERAL CREDIT UNION's** required financial instruments as instructed, **MARIE JONES-SMITH AND KEITH A. SMITH** were very unlearned and unsophisticated in such banking and financial matters, including lacking any knowledge of all the various underlying details, particulars and legal consequences pertaining to the same. To the contrary, **MARIE JONES-SMITH AND KEITH A. SMITH** relied wholly upon **KINECTA FEDERAL CREDIT UNION** having 'clean hands; operating in 'good faith', and providing **MARIE JONES-SMITH**

AND KEITH A. SMITH with full, complete and truthful disclosures of the entire financial transaction(s).

- 5) That, following the aforesaid financial transactions concerning **KINECTA FEDERAL CREDIT UNION**, MARIE JONES-SMITH AND KEITH A. SMITH did further study and research the above particulars regarding **KINECTA FEDERAL CREDIT UNION**'s loan process and can reasonably conclude that **KINECTA FEDERAL CREDIT UNION DID NOT** in fact operate with clean hands or in good faith, nor did **KINECTA FEDERAL CREDIT UNION** provide full, complete and truthful disclosures of its underlying, undisclosed, secret intent. To the contrary, a close perusal and audit of **KINECTA FEDERAL CREDIT UNION**'s internal accounting records provide sufficient evidence to support the following:
- a. That, **KINECTA FEDERAL CREDIT UNION** used acts of, but not limited to, fraudulent inducement, fraudulent misrepresentation, and fraudulent intent in its advertising and claim to have loaned its money to MARIE JONES-SMITH AND KEITH A. SMITH.
 - b. That, **KINECTA FEDERAL CREDIT UNION** did not fulfill its original promise/agreement to lend MARIE JONES-SMITH AND KEITH A. SMITH its own money; **KINECTA FEDERAL CREDIT UNION** did not sacrifice/contribute anything of intrinsic value or incur any risk/loss in the formation or outcome of the transaction; and **KINECTA FEDERAL CREDIT UNION** therefore did not sacrifice nor contribute any valuable, lawful, consideration; and thereby could not and did not suffer any loss, damage, or injury.
 - c. That, **KINECTA FEDERAL CREDIT UNION** arbitrarily and discretely stole MARIE JONES-SMITH AND KEITH A. SMITH'S note/mortgage, claimed it as its own, and converted the same to a negotiable instrument for **KINECTA FEDERAL CREDIT UNION**'s sole benefit, use, profit and/or gain;
 - d. That, **KINECTA FEDERAL CREDIT UNION** further compounded its predatory, wrongful, and fraudulent actions by inducing MARIE JONES-SMITH AND KEITH A. SMITH to sign a Deed of Trust, thereby granting additional third parties undeserving control, benefit and use of MARIE JONES-SMITH AND KEITH A. SMITH'S personal property (i.e. their house/property) all under the guise of 'necessity';
 - e. That, notes/mortgage/Deed of Trust/Security Instrument created by **KINECTA FEDERAL CREDIT UNION**, its agents, and assigns and signed only by MARIE JONES-SMITH AND KEITH A. SMITH **DO NOT** constitute a lawful binding contract/agreement due to **KINECTA FEDERAL CREDIT UNION**'s acts of misfeasance, malfeasance, and nonfeasance as more particularly outlined above. In addition, that any such purported 'contract/agreement would be unconscionable and is VOID.
 - f. As confirmed above and throughout, MARIE JONES-SMITH AND KEITH A. SMITH were never provided full, complete and truthful disclosure regarding **all** financial instruments which, MARIE JONES-SMITH AND KEITH A. SMITH were compelled to sign, nor were they fully or otherwise apprised of the **true nature and exact particulars** of **KINECTA FEDERAL CREDIT UNION**'s

entire loan process. Without being fully and truthfully informed as to all the details of the purported 'loan' and the underlying disingenuous 'intention' of the lender, there could not be, and was not, a 'meeting of the minds'. The law of contracts and the courts addresses this issue repeatedly, as per this example:

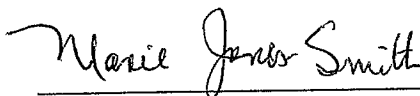
"The meeting of the minds' required to make a contract is not based on secret purpose or intention on the part of the parties, stored away in his mind and not brought to the attention of the other party, but must be based on purpose and intention which has been made known or which from all the circumstances should be known". McClintock v. Skelly Oil Co., 232 MoApp. 1204 (1938)

- g. That, **KINECTA FEDERAL CREDIT UNION** also did compel MARIE JONES-SMITH AND KEITH A. SMITH into procuring Mortgage Insurance on MARIE JONES-SMITH AND KEITH A. SMITH'S making **KINECTA FEDERAL CREDIT UNION** the beneficiary of the same, while **KINECTA FEDERAL CREDIT UNION** knew full well that it had not put up any valuable nor lawful consideration into MARIE JONES-SMITH AND KEITH A. SMITH'S note, could not possibly incur any loss, was undeserving of any such insurance benefit, and was wrongfully instilling yet, another unjust financial burden on MARIE JONES-SMITH AND KEITH A. SMITH. As with the theft of MARIE JONES-SMITH AND KEITH A. SMITH'S note, courts of law throughout the United States consider any such wrongful and deceitful action as fraudulent inducement, fraudulent misrepresentation and unjust enrichment, to name a few.
- h. MARIE JONES-SMITH AND KEITH A. SMITH did spend additional time researching several particulars regarding **KINECTA FEDERAL CREDIT UNION's** entire loan process as outlined above, and became further perplexed. If **KINECTA FEDERAL CREDIT UNION/lender** had indeed given full, complete, and truthful disclosure regarding all elements of its loan process as set forth above and throughout; and did in fact provide valuable, bona fide consideration; and, did in fact believe **KINECTA FEDERAL CREDIT UNION** did create a lawful binding contract with MARIE JONES-SMITH AND KEITH A. SMITH borrower(s); then, why did **KINECTA FEDERAL CREDIT UNION's** officers/representatives/ agents/assigns not sign their name on the contract/note/deed of trust? If **KINECTA FEDERAL CREDIT UNION/lender** knew it was not involved in any manner of fraudulent inducement, misrepresentation, concealment, or unjust enrichment, and did in fact have a bona fide legal contract with the borrower(s) MARIE JONES-SMITH AND KEITH A. SMITH sufficient to prevail in a foreclosure action if need be; then, why did **KINECTA FEDERAL CREDIT UNION/lender** feel it necessary to have a deed of trust created-- wherein the **KINECTA FEDERAL CREDIT UNION/lender** did cause complete control of the purported loan/note to be turned over to an undeserving third party, and again never put their signature on the instrument? In consideration of all the above statement and finding, it is only reasonable to conclude that **KINECTA FEDERAL CREDIT UNION/lender** knew full well that it had defrauded MARIE JONES-SMITH AND KEITH A. SMITH

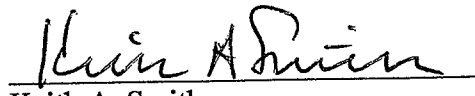
/borrower(s) from the outset as to the true nature and undisclosed rudiments of the entire loan process, and was not receptive to further implicating and or incriminating itself by signing its name to documents that **KINECTA FEDERAL CREDIT UNION/lender** knew were founded upon fraud, lies, unfulfilled promises, secret intentions, inducement, entrapment, and unjust enrichment.

- 6) To this date, neither **KINECTA FEDERAL CREDIT UNION** nor any of its agents, assigns, or beneficiaries, have provided any **bona fide** tangible evidence that ANY of them are in FACT the **bona fide** holder in due course (nor even a folder of value) and **bona fide** owner of the promissory note in question, all of which would be absolutely necessary in order to initiate ANY form of collection action or foreclosure proceeding. **Again**, it is an **incontrovertible fact** that the original promissory note in question is, and always was, the property of MARIE JONES-SMITH AND KEITH A. SMITH, and the same **did not** knowingly or otherwise assign, transfer, or give it away for another's personal benefit and gain-- all to the loss and detriment of MARIE JONES-SMITH AND KEITH A. SMITH. Any reasonable person would conclude such an action as being ludicrous and unconscionable. Furthermore, **it is against the law** for one to fraudulently obtain an unjust property, claim it as their own, and then further bargain, assign, or sell the same to obtain an unjust enrichment, benefit, and gain for themselves-- all at a loss and detriment to the lawful, bona fide owner.

IN CONCLUSION, neither **KINECTA FEDERAL CREDIT UNION** nor any of its officers, representatives, agents, assigns or beneficiaries have provided any evidence in contradiction to the matters set forth above and throughout. **Accordingly**, the record shall establish that all aforesaid facts, statements, determinations and related Attachment of Sworn Affidavit of borrower, MARIE JONES-SMITH AND KEITH A. SMITH (which are incorporated herein and made a part hereof in their entirety) are entirely true and correct and remain unanswered, unrebutted, and uncontroverted.



Marie Jones-Smith
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Without Prejudice



Keith A. Smith
All Rights Reserved
Without Prejudice

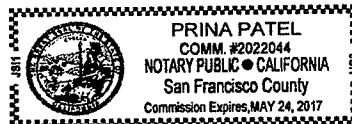
Certificate of Acknowledgment of Notary Public

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COUNTY OF SAN FRANCISCO)

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Notary Public

(SEAL)



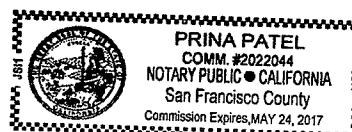
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Notary Public

(SEAL)



NOTICE OF RESCISSION OF SIGNATURE

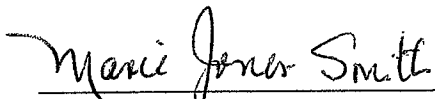
Notice to Agent is Notice to Principal
Notice to Principal is Notice to Agent

To: KINECTA FEDERAL CREDIT UNION; ASSURED LENDER SERVICES, INC.; ALPERT,
BARR & GRANT C/O MARK S. BLACKMAN

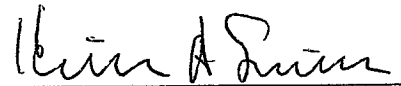
On or about September 13, 2010, we Marie Jones-Smith and Keith A. Smith living souls were coerced, deceived and defrauded by acts of NON-disclosure and enticed to put our signatures on forms and other documents referred to as **DEED OF TRUST/SECURITY/ NOTE/ PURCHASE AGREEMENT, LOAN NUMBER 0400001291, DEED OF TRUST RECORDING NUMBER 2010-108120.**

Due to the act of NON-Disclosure, Misrepresentation and for reasons stated herein and above makes any agreement **VOID**. We hereby rescind any and all signatures that we may have placed on any and all forms, documents, contracts, agreements, and the like, acted upon on or about September 13, 2010 and forward to present date.

All unconscionable contracts are subject to rescission under the Common Law and Admiralty Law for failure to make the proper disclosure does not constitute an acceptance where there is no meeting of the minds there is no contract as required by §226.23(b)(1) regarding Notice of Right to Rescind as set forth in **In re Pearl Maxwell v. Fairbanks Capital Corporation, 281 B.R. 101,(2002).** The U.C.C. addresses unconscionability in §2-302. We waive and reject any and all benefits expressed or implied arising from any such signatures, all resulting contracts, agreements, appointments of trustee(s) or trust resulting from force, deceit, under threat of arms, involuntary servitude and peonage, committed against ourselves.



Marie Jones-Smith
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Without Prejudice

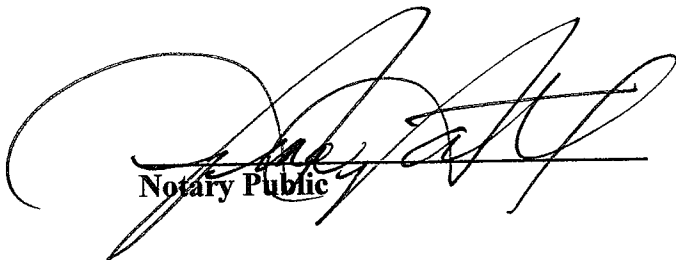


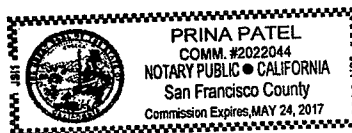
Keith A. Smith
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Notary Public

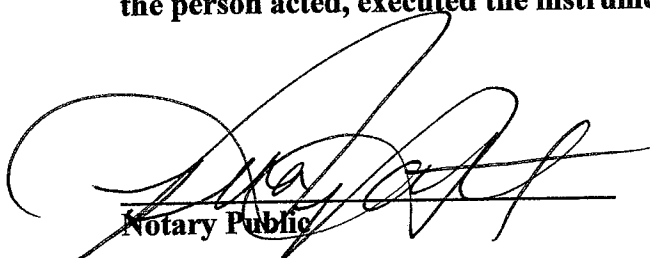


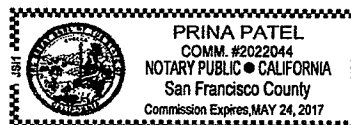
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Notary Public



(SEAL)

NOTICE OF REMOVAL

Notice to Agent is Notice to Principal
Notice to Principal is Notice to Agent

To: All Respondents

TRUSTOR(s)/GRANTOR(s): MARIE JONES-SMITH AND KEITH A. SMITH do hereby give reference to the Deed of Trust drawn and executed by MARIE JONES-SMITH AND KEITH A. SMITH, as Trustor(s)/Grantor(s)/Creator(s) with further given to the following described real property situated in:

Property Description: LOT 10 IN BLOCK 11, AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 808 WESTBOROUGH UNIT 2, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON SEPTEMBER 14, 1962 IN BOOK 56 OF MAPS AT PAGE(S) 43 TO 45 INCLUSIVE. APN: 091-056-100

The street address or other common designation, if any, of the real property described above is purported to be: 2520 Wentworth Drive, South San Francisco, CA 94080

GRANTOR(s)/TRUSTOR(s): MARIE JONES-SMITH AND KEITH A. SMITH by actual and Constructive Notice do hereby declare:

- 1) **Effective Immediately**, the undersigned Marie Jones-Smith and Keith A. Smith forever remove/release/discharge all "Trustees, Successor Trustees, Substituted Trustees, Agents, Servicers, Assigns, Transfers, known and unknown, including: **KINECTA FEDERAL CREDIT UNION, FIRST AMERICAN TITLE INSURANCE COMPANY, ASSURED LENDER SERVICES, INC;** and thereby removing and terminating the same from any and all duties forever barring and stopping the aforesaid from any further appointments or assignments originally granted or contained within the Deeds of Trusts concerned herein.
- 2) **Effective immediately**, the undersigned Marie Jones-Smith and Keith A. Smith forever cancel and rescind any and all duties appointments or assignments originally granted by the Revocation of Power of Attorney, Authority or otherwise granting and/or signatures, including, but not limited to: **KINECTA FEDERAL CREDIT UNION**, and any addressee named above; thereby removing and terminating the same from all duties and forever barring and stopping the aforesaid of any further appointment of any and all Trustees, Successor Trustees, "Substitutes" or "Beneficiary(s)".

LET IT BE KNOWN that all the above mentioned: Trustee, Successor Trustee(s), Beneficiary(s), Assigns, Substitutes, known or unknown in clauses 1 and 2 above are hereby directed to immediately **CEASE** and **DESIST** any further actions through said appointments/assignments granted in or from original Record No. 2010-108120, dated **September 20, 2010**. Any such continued or further action by **ANY** of the above named parties may result in legal actions against them.

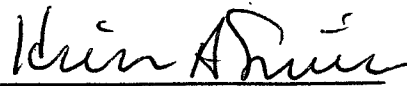
BE it Further known, GRANTORS, TRUSTORS: **MARIE JONES-SMITH AND KEITH A. SMITH** do hereby declare that: Effectively immediately, all duties and benefits of "Trustee" and "Beneficiary" as set forth in the original Deed of Trust, are hereby reassigned by Quitclaim to **MARIE JONES-SMITH AND KEITH A. SMITH**. (Trustee(s), **MARIE JONES-SMITH AND KEITH A. SMITH**).

ACTUAL AND CONSTRUCTIVE NOTICE

All trustee(s), Successor Trustee(s) and Beneficiary(s) named in the Deed of Trust as Trustor(s) dated **September 13, 2010**, and recorded **September 20, 2010** under original Deed of Trust Instrument No. **0237194-00** **ARE** hereby Removed/ Released/ Dismissed of all duties, expressed or implied, effective immediately. The aforesaid trustee(s), Successor Trustee(s), and Beneficiary(s) are expressly directed to **CEASE** and **DESIST** any further duties and action of said appointment(s) and or assignment(s), including debt collection and any foreclosure actions under any number. Any continued actions of any nature against the property described above may result in legal actions being taken.



Marie Jones Smith
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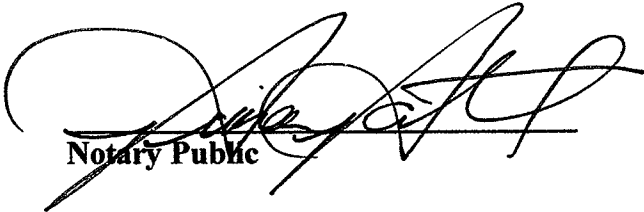


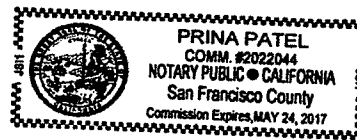
Keith A. Smith
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Certificate of Acknowledgment of Notary Public

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

On this 5th day of SEPTEMBER, 2014, before me, PRINA PATEL, a notary public in and for said state, personally appeared Marie Jones-Smith, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument Notice of Removal, the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public

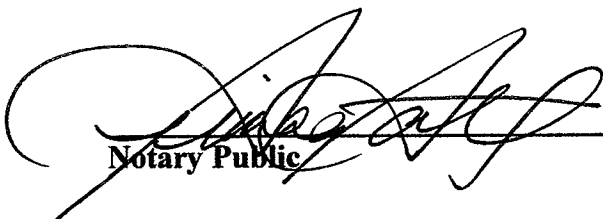


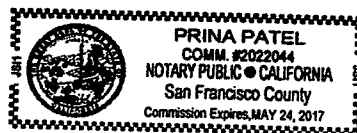
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COUNTY OF SAN FRANCISCO)

On this 5th day of SEPTEMBER, 2014, before me, PRINA PATEL, a notary public in and for said state, personally appeared Keith A. Smith, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument Notice of Removal, the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public



(SEAL)

EXHIBIT “1”

AFFIDAVIT

of MARIE JONES-SMITH and KEITH A. SMITH

Re: ORIGINAL Note/Mortgage No. **0641327309**

Security Instrument dated: **SEPTEMBER 13, 2010**

Deed of Trust Record No. **2010-108120**

“Indeed, No more than such affidavit are necessary to make the prima facie case.”
United States v. Kis, 658 F.2d 526 (1981)

Comes now **Marie Jones-Smith and Keith A. Smith** (hereinafter “affiant”) a conscious, living **woman and man**, residing in the County of San Mateo in the State of California being first duly sworn/affirmed and do depose, say, declare and affirm by affiant’s signature that we are over the age of 18 years and have first hand personal knowledge of the following statements and affirm the same are true and correct to the best of the affiant’s knowledge and belief, to wit:

- 1) That, affiant was induced to believe by certain officers and or employees of **KINECTA FEDERAL CREDIT UNION** (hereinafter “bank/lender”) and further by the bank’s advertising, that said bank had money of its own to loan to affiant and others at a certain rate of interest.
- 2) That, affiant took the bank up on its offer to loan affiant its money at a certain rate of interest, and affiant did sign a promissory note/mortgage date **September 13, 2010**.
- 3) That, the bank did also induce affiant to sign a “security agreement/instrument” dated **September 13, 2010**, granting the bank a secured interest and lien in and on the personal property of affiant currently held and owned or otherwise acquired. The bank caused affiant to believe this “security agreement/instrument” was necessary for the bank to protect and insure its “consideration”, i.e., the loaning of its money to affiant as advertised and agreed.
- 4) That, the bank did induce affiant into signing a Deed of Trust dated **September 13, 2010**, assigning other undeserving third parties a lien against, a security interest in, and control over the affiant’s personal property. Again, the bank led affiant to believe this Deed of Trust/Assignment was also necessary to further secure the bank’s consideration against any “risk or loss” regarding loaning the affiant its money.

- 5) That, the bank also did compel the affiant into procuring Mortgage Insurance on the affiant's property making the bank the beneficiary of the same, while the bank knew full well that it had not put any lawful consideration into the affiant's note, could not possibly incur any loss, was undeserving of the same, and was wrongfully instilling yet another unjust burden on the affiant. Courts of law throughout the United States consider any such wrongful action to be fraudulent inducement, fraudulent misrepresentation, and unjust enrichment. (Refer also to statement No.7 below).
- 6) That, at no time did the bank ever disclose to affiant the fact that the funding of the note was created/obtained by and through the affiant's signature on affiant's note/mortgage, of which the bank later arbitrarily and deceitfully claimed as its own, and then either sold, traded, or collateralized the same for its own benefit and use. Affiant believes that the foregoing wrongful acts evidence the bank never put up, nor used, any money of its own to fund the note/mortgage instrument.
- 7) That, by and through the affiant's signing of all the aforesaid financial instruments, affiant was led to believe that a binding, lawful contract was created between the bank, its agents, assignees, and affiant.
- 8) That, at the time of signing all the bank's required financial instruments as instructed, affiant was very unlearned and unsophisticated in such banking and financial matter, including all the various underlying details, particulars and legal consequences pertaining to the same. To the contrary, affiant relied wholly upon the bank having 'clean hands', operating in 'good faith' and providing affiant full, complete and truthful disclosure of the entire transaction(s).
- 9) That, the affiant has since been involved in researching all of the above particulars regarding the bank's loan process and can reasonably conclude that the bank did not in fact operate with clean hands or in good faith, nor did the bank provide full, complete and truthful disclosure of its underlying, undisclosed intents. To the contrary, affiant has good cause to believe that a close perusal and audit of the bank's internal accounting records provide sufficient evidence to support the following conclusions:
 - a. That the bank used acts of, but not limited to, fraudulent inducement, fraudulent misrepresentation and fraudulent intent in its claim to have loaned its money to affiant;
 - b. That the bank did not fulfill its original promise and agreement to lend its own money; nor did not sacrifice/contribute anything of intrinsic value or incur any risk in the formation or outcome of the transactions. Therefore, did not contribute any lawful consideration;

- c. That the bank arbitrarily and discretely stole the affiant's note/mortgage, claimed it as its own, and converted the same to a negotiable instrument for the bank's sole benefit, use, and gain;
- d. That the bank further compounded its wrongful and fraudulent actions by inducing the affiant to sign a Deed of Trust, thereby granting additional third parties undeserving control, benefit, and interest in the affiant's personal property, all under the guise of 'necessity';
- e. That the notes/mortgage/Deed of Trust/Security Instrument between the bank, its agents and assignees and the affiant do not constitute a lawful binding contract due to the acts of misfeasance, malfeasance, and nonfeasance as more particularly outlined above; and that any such 'contract' would be unconscionable and unilateral in its very nature.
- f. As affirmed above and throughout, affiant was never provided full, complete, and truthful disclosure regarding all financial instruments affiant was compelled to sign, nor fully apprised of the very nature and exact particulars of the bank's entire loan process. Without being fully and truthfully informed as to all the details of the 'loan' and the true 'intentions' of the lender, there could not be, and was not, a 'meeting of the minds'. Affiant fully believes the following court decision (among others) applies herein, to wit: *"The 'meeting of the minds' required to make a contract is not based on secret purpose or intention on the part of one of the parties, stored away in his mind and not brought to the attention of the other party, but must be based on purpose and intention which has been made known or which from all the circumstances should be known"*. McClintock v. Skelly Oil Company, 232 Mo. 1204, 114 S.W. 2d 181, 189 (1938)
- g. That, the Affiant did spend further time considering all the particulars regarding the entire loan process as outlined above, and became further perplexed. If the bank/lender had indeed given full, complete, and truthful disclosure regarding all elements of the loan process as outlined throughout; and did in fact provide valuable, bona fide consideration and, did in fact believe the bank was creating a lawful, binding contract with the affiant/borrower, then why did not the bank's officers and representatives sign their name on the contract note? The same applies to the Deed of Trust. If the bank/lender knew it was not involved in any kind of fraudulent inducement, misrepresentation, and concealment, and did in fact have a bona fide, legal contract with the borrower/affiant sufficient to prevail in a foreclosure action if need be; then, why did the bank/lender feel it necessary to have a deed of trust created-- wherein the bank/lender did assign complete control of the purported 'loan' over to a third party, and again never put their signature to

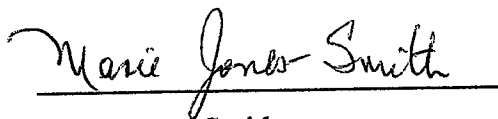
the instrument? In consideration of all the statements throughout this affidavit, the affiant believes it only reasonable to conclude that the bank/lender knew full and well that it was defrauding the affiant/borrower as to the true nature and elements of the entire loan process, and was not willing to further implicate and or incriminate itself by signing its name to the document. The banker/lender knew full well these actions were based upon fraud, lies, inducement, entrapment, and unjust enrichment.

- h. That, Affiant requested on **June 13, 2014** for **KINECTA FEDERAL CREDIT UNION** and its agents, assigns and trustees in good faith with clean hands to provide information regarding the origination of the loan, funding and entitlement right to Affiant debt of Note/Mortgage and or Deed of Trust for **2520 Wentworth Drive, South San Francisco, CA, 94080**; however, as of the date of this Notice **NO** response has been received.
- i. That, regarding a document entitled 'Notice of Trustee Sale' No. **1359576-02** recording number **2013-168226**, recorded on December 16, 2013 -- Affiant has not been apprised of the foresaid sale as required at any and all foreclosure sales, and as further required by the Trustee per original Deed of Trust Number **0237194-00**, recording number **2010-108120** recorded on September 20, 2010. Affiant has good cause to believe that no such cash will be tendered at future said sale, as no accounting of such has been forthcoming to this date.
- j. That, regardless of any funds secretly or covertly obtained by the bank (via affiant's note/mortgage) while said bank acts as a for-profit business with and through the United States Treasury for the purpose to access and thereby expand the credit of the people while at all times failing to disclose the use of this affiant's negotiable paper (i.e. affiant's mortgage./note) while trading as a for-profit entity on the bond and securities market though any of its interagency cohorts/institutions such as Fannie Mae, Freddie Mac, or otherwise; while also apparently failing to file IRS Form 1099OID (Original Issue Discount) on each of the herein referenced transaction and thereby send a copy of said form to affiant for their tax records. It has been established that this affiant as well as other Americans have, out of necessity and the related remedy attaching thereto having its origin out of HJR-192, and are in fact the only substantive "source" and consumer to sponsor virtually ALL credit that issues for commercial purposes. Said credit being necessary for the Treasury to have access to a valid source of credit to monetize and thereby disburse to the Federal Reserve banks for various and sundry federal projects while accounting for all such credit/funding entered into circulation through the aforesaid Federal Reserve banks. The nature of such funding has been verified by the U.S. Treasury Department of Treasury as emanating by and through the

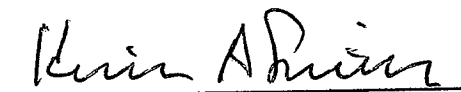
named individuals **MARIE JONES-SMITH AND KEITH A. SMITH**
bearing their social security numbers.

For all the reasons set forth above and throughout this affidavit, which the affiant incorporated herein in its entirety-- ALL Notes/Mortgage/Deed of Trust or other instruments signed **September 20, 2010** by the affiant between the bank/lender and any and all of its agents, assignees and beneficiaries have no legal force or binding effect, and the same is in fact **NULL** and **VOID**.

FURTHER AFFIANT SAYETH NAUGHT



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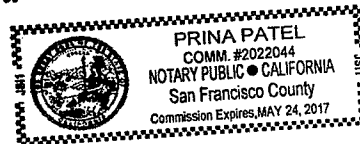


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COUNTY OF SAN FRANCISCO)

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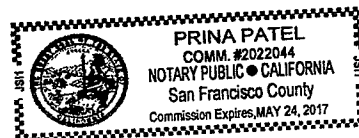
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(SEAL)


Notary Public

QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER, FOIA REQUEST, SIGNATURE REVOCATION, and AFFIDAVIT.

TO ALL MORTGAGE(S), TRUSTEE(S), BENEFICIARY AND SUCCESSORS

Please be advised that this letter is a "qualified written request," DEMAND, AFFIDAVIT and Amendment in compliance with RESPA and under the DEED OF TRUST/SECURITY AGREEMENT/NOTE created namely the Loan #040001291, **KINECTA FEDERAL CREDIT UNION, FIRST AMERICAN TITLE COMPANY**

Reference: MARIE JONES-SMITH AND KEITH A. SMITH'S Alleged Account Number: # 040001291

To whom it may concern,

This letter is to inquire about the accounting and servicing of this agreement and our need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, inception of my loan to the present date.

To this date, the information, documents we have, that you have sent, and the many conversations with your customer representatives/agents, have been unproductive and have not answered many or any questions.

It has come to our attention that your company may have been accused of engaging in one or more predatory servicing or lending and servicing schemes. As consumers, we are extremely troubled to know about such practices by anyone; let alone **KINECTA FEDERAL CREDIT UNION; FIRST AMERICAN TITLE COMPANY; ASSURED LENDER SERVICES, INC;** or anyone who has any interest in this matter. We are concerned that such abuses are targeting the **uneducated** and **uninformed/unaware** consumer and disadvantaged, poor, elderly and minority Americans.

Regardless, we are most concerned. This situation worries us that potential fraudulent and deceptive practices by unscrupulous brokers; sales and transfers of credit and or servicing rights; deceptive and fraudulent accounting tricks and practices may have also negatively affected any credit rating, loan account and/or the debt or payments that we are currently, or may be legally obligated to.

At this time, we hereby demand absolute first hand evidence from you of the original blue ink signature of the note to verify holder in due course of this alleged debt and or security regarding account # 040001291.

In the case, that you do not supply us with the very security it will be a positive confirmation on your part that you never really created and owned our note. We also hereby

demand that a chain of transfer from you to wherever the security is now be promptly sent to us as well. Absent of the actual evidence of the security we have no choice, but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you allege we owe. By debt we are referring to the principal balance you claim we owe; the calculated monthly payment and any fees claimed to be owed by you or any trust or entity you may service or sub-service for.

To independently validate this debt, we need you to conduct a complete exam, audit, review and accounting of this account from its inception through the present date. Upon receipt of this letter, please refrain from reporting any negative credit information to any credit reporting agency until you respond to each of the above mentioned requests.

We also request that you kindly conduct this investigation and audit of this account by a certified public neutral party, since its origination to validate the debt you currently claim we owe. We would like you to validate this debt so that it is accurate to the penny.

Please do not rely on previous servicers or originator records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of this account. We understand that potential abuses by you or previous servicers could have deceptively, wrongfully, unlawfully, and/ or illegally: 1) Increased the principal balance we owe; 2) decreased the proper amount applied and attributed toward principal on this account; and/ or 3) assessed, charged and/ or collected fees, expenses and miscellaneous charges we are not legally obligated to pay under this DEED OF TRUST/ SECURITY AGREEMENT/NOTE.

It is extremely urgent that you insure that we have not been victim of such predatory servicing or lending practices.

To insure this, we are authorizing a thorough review, examination, accounting and audit of account # 040001291 by a neutral auditing, CPA, and predatory servicing or lending expert. This exam and audit will review this account file from the date of initial contact, application and the origination of this account to the present date written above.

Again this is a Qualified Written Request under the DEED OF TRUST/SECURITY AGREEMENT/ NOTE and my fiduciary will provide for us the substantial penalties and fines for non-compliance or failure to answer our questions provided in this letter within ten (10) days of its receipt.

In order to conduct the examination and audit of this loan, we need to have **full and immediate disclosure** including copies of all pertinent information regarding this loan. The documents, requests and answers to our questions are needed by us and others to ensure that this loan:

1. Was originated in lawful compliance with all federal and state laws, regulation including, but not limited to Title 62 of the Revised Statutes of the Fair Debt Collection Act, and other laws such as Real Estate Settlement Procedure Act 12 U.S.C. § 2601 et. seq.; that any and all sales or transfers of this account or monetary

instrument, was conducted in accordance with proper laws and was a lawful sale with **COMPLETE** disclosure to all parties with an interest. This request requires signatures of both parties that constitute a loan. As you know, it takes two or more parties signature, meeting of the minds, and exchange of valuable consideration to create a valid contract.

That, the claimed holder in due course of the monetary instrument/title/asset/note is holding such note in compliance with statutes, State and Federal laws and is entitled to the benefits of payments.

That, all good faith and reasonable disclosures of transfers, sales, Powers of Attorney, monetary instrument ownerships, entitlements, full disclosure of actual funding sources, terms, costs, commissions, rebates, kickbacks, fees, etc. were and still are properly disclosed to us.

That, each servicer and/or sub servicers of this loan and or agreement has serviced this loan and or agreement in accordance with statute, law, and the terms of agreement, monetary instrument and or title.

That this agreement and or loan account has properly been credited, debited, adjusted, amortized and charged correctly; that the principal and fees have been properly calculated and applied to this loan.

That any principal balance has been properly calculated, amortized and accounted for; that no charges, fees or expenses, not obligated by me in any agreement, have been charged, assessed or collected from this account.

In order to validate this debt and audit this account, we need copies of pertinent documents to be provided to us. We also need answers, certified in writing, under penalty of perjury to various servicing questions described below.

For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on this account number or my name.

As such, please send to us and our Notary Fiduciary at: Judy Castro, 3708 Manacor Court, San Ramon, CA 94583-2022, copies of the documents requested below as soon as possible. Please also provide copies of:

- 1) Any certified or un-certified security, front and back, used for the funding of account #040001291.
- 2) Any and all "Pool Agreement(s)", including account # 040001291 between KINECTA FEDERAL CREDIT UNION, and any government sponsored entity, hereinafter (GSE).
- 3) Any and all "Deposit Agreement(s)" regarding any "Pool Agreement" including account# 040001291, between KINECTA FEDERAL CREDIT UNION, and any GSE.

- 4) Any and all "Servicing Agreement(s)" between KINECTA FEDERAL CREDIT UNION, and any GSE.
- 5) Any and all "Custodial Agreement(s)" between, KINECTA FEDERAL CREDIT UNION, and any GSE.
- 6) Any and all "Master Purchasing Agreement" between KINECTA FEDERAL CREDIT UNION, LOAN # 040001291 and any GSE.
- 7) **DEED OF TRUST/SECURITY AGREEMENT**, KINECTA FEDERAL CREDIT UNION, LOAN # 040001291 and any GSE.
- 8) Any and all "Commitment to Guarantee" agreement(s) between KINECTA FEDERAL CREDIT UNION LOAN # 040001291 and any GSE.
- 9) Any and all "Commitment to Guarantee" agreement(s) between KINECTA FEDERAL CREDIT UNION LOAN # 040001291 and any GSE.
- 10) Any and all "Release of Document" agreement(s) between KINECTA FEDERAL CREDIT UNION LOAN # 040001291 and any GSE.
- 11) Any and all "Master Agreement for Servicer's Principle and Interest Custodial Account" between KINECTA FEDERAL CREDIT UNION LOAN # 040001291 and any GSE.
- 12) Any and all "Servicers Escrow Custodial Account" between KINECTA FEDERAL CREDIT UNION LOAN # 040001291 and any GSE.
- 13) Any and all "Release of Interest" agreement(s) between KINECTA FEDERAL CREDIT UNION LOAN # 040001291 and any GSE.
- 14) Please send to the Purchaser a copy of any and all document(s) establishing any Grantor for this Title **and** any NOTE.
- 15) All assignments, transfers, allonge, or other document evidencing a transfer, sale or assignment of this loan, monetary instrument or other document that secures payment by us to this obligation in this account from the inception of this account to the present date.
- 16) The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any Servicers of this account for payment of any monthly payment, other payment, late charge, fee or expense on this account.
- 17) The front and back of each and every canceled check, draft, or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statements(s) including, but not limited to, appraisal fees, etc.
- 18) Front and back copies of all payment receipts, checks, money, orders, drafts, automatic debits and written evidence of payments made by other or us on this account.
- 19) All letters, statements and documents sent to us by your company.
- 20) All letters, statement and documents sent to us by your agents, attorneys or representatives of your company.
- 21) All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.
- 22) All account servicing records, payment payoffs, payoff calculations, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account until present date.

- 23) All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the date of inception of this account until present date.
- 24) Who loaned the money for this loan, or was it funded by OUR OWN, MARIE JONES-SMITH AND KEITH A. SMITH pass-through account known as OUR Social Security Numbers.

Further, In order to conduct the audit and review of this account, and to determine all proper amounts due, we need the following answers to questions concerning the servicing and accounting of this account from its inception to the present date. Accordingly, can you please provide us, in writing, the answers to the questions listed below.

ACCOUNT ACCOUNTING & SERVICING SYSTEMS

- 1) Please identify for us each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, so that these experts can decipher the data provided.
- 2) For each account accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this account to the present date; please provide the name and address of the company or party that designed and sold the system.
- 3) For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each systems so that we and others can adequately audit this account.

DEBITS & CREDITS

- 1) In a spreadsheet form or in letter form in columnar format, please detail for us each and every credit on this account and the date such credit was posted to this account, as well as the date any credit was received.
- 2) In a spreadsheet form or in letter form in a columnar format, please detail for us each and every debit on this account and the date debit was posted to this account as well as the date any debit was received.
- 3) For each debit or credit listed, please provide us with the definition for each corresponding transaction code you utilize.
- 4) For each transaction code, please provide us with the master transaction code list used by you or previous servicers.

LATE FEES

For purposes of my questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same.

- 1) Have you reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
 - 2) Has any previous servicers or sub-servicers of this loan reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
 - 3) Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?
 - 4) Are late fees considered interest? Yes or No?
 - 5) Please detail for us in writing what expenses and damages you incurred for any payment we made that was late.
 - 6) Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?
 - 7) If yes, please describe what expenses or charges were charged or assessed to this account.
 - 8) Please describe for us in writing what expenses you or others undertook due to any payment we made, which was late.
 - 9) Please describe for us in writing what damages you or others undertook due to any payment we made, which was late.
 - 10) Please identify for us in writing the provision, paragraph, section or sentence of any note, or any agreement we signed that authorized the assessment or collection of late fees.
 - 11) Please detail and list for us in writing each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to present date.
 - 12) Please detail and list for us in writing each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to the present date.
 - 13) Please detail and list for us in writing any adjustments in late fees assessed and on what date such adjustments were made and the reason for such adjustments.
 - 14) Has interest been charged on any late fee assessed or charged to this account? Yes or No?
 - 15) Is interest allowed to be assessed or charged on late fees to this account? Yes or No?
 - 16) Have any late charges been assessed to this account? Yes or No?
 - 17) If yes, how much in total late charges have been assessed to this account from the inception of this account until present date? **PLEASE PROVIDE THE AMOUNT.**
 - 18) Please provide us with the exact months or payment dates you or other previous servicers of this account claim we have been late with a payment from the inception of this account to the present date.
 - 19) Have late charges been collected on this account from the inception of this account until present date? Yes or No?
 - 20) If yes, how much in total late charges have been collected on this account from the inception of this account until present date?
-

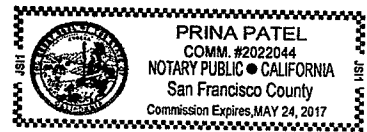
Marie Jones Smith
MARIE JONES-SMITH

Sept 4, 2014

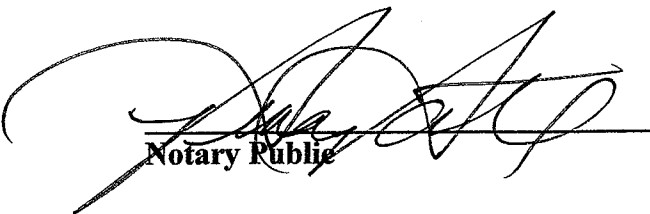
Certificate of Acknowledgment of Notary Public

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(SEAL)


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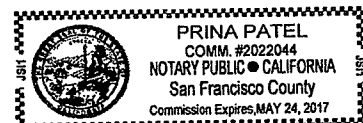
Keith A. Smith
KEITH A. SMITH

Sept. 14, 2014

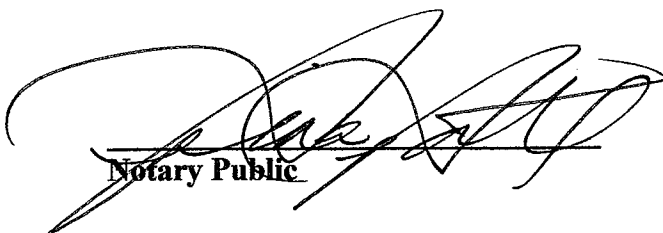
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STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

On this 4th day of ~~SEPTEMBER~~, 2014, before me, PRINA PATEL, a notary public in and for said state, personally appeared Keith A. Smith, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument Qualified Written Request, the person, or the entity upon behalf of which the person acted, executed the instrument.



(SEAL)


Notary Public